

appointed her guardian to the son to take charge of all remaining money that should accrue from all sources: such money to be used for the necessary expenses of education, etc., for the son. He desired that the wife should have control of all money coming to the son till he was of the age of 24 years, and at that time all rents and other property should come into his possession except the annuity. He further declared that at the death of the wife all rents, and all interests and all property should pass into the possession of the son, to be owned by him, his heirs and assigns forever. In case of the death of the wife before the son attained 24, another guardian with similar powers was appointed. In case of the death of the son before his mother, then all the property and rents, etc., were to be hers during her natural life, and after her death one half to go to the testator's relatives and the balance to the relatives of the wife, she making this disposition before her death; but if the son at the time of his death should leave a wife or children, then all property should be subject to such disposition as he should make at the time of his death.

In an application under the Vendors and Purchasers Act R. S. O. c. 109, for the opinion of the Court.

Held, that the will was sufficient to pass all the testator's property, including the land in question, that the interest taken by the son was a vested one, and was to come into his possession and control on his attaining 24, and following *Gairdner v. Gairdner*, 1 O. R. 191, that the son having attained that age the subsequent gift never could affect his interest which had become absolute.

If the lands passed by the will, the son and the widow joining as

grantors, could convey such title as the testator had.

If the lands did not pass by the will, the son as heir-at-law, and the widow as to dower could make title. *Re Cooke v. Driffl*, 531.

9. *Devise of mortgage—Maintenance of wife—Principal and interest.*

—G. H. Z., in his will provided, with respect to a certain mortgage, "I give and bequeath out of the proceeds of said mortgage to each of my daughters (naming them) the sum of \$200 to be paid to them respectively when the youngest reaches the age of 21, and if any of them shall not have been married before that time the child or children being then unmarried shall not receive their shares until such times as she or they shall marry. Provided that my executors may pay such part or parts of said legacies to my married daughters before the youngest attains 21 if they can do so without interfering with the proper support of my wife and family. Provided if any of the daughters die without issue the legacy bequeathed to them shall be divided among their surviving sisters.

"The balance of the proceeds of said mortgage I give and bequeath to my said wife, to have and to hold the same for her use and benefit, and for the use and benefit of the unmarried members of my family, during the natural life of my said wife, after which my will is, that the balance of proceeds of said mortgage still remaining be equally divided among my daughters then surviving."

Held, that the widow held in trust during her life for herself and her unmarried daughter, and that she